

CASE ID: ADJ1256649
(B56A422F-02B6-4292-9445-373AD8F81CBB)

STATE OF CALIFORNIA
DIVISION OF WORKERS' COMPENSATION
WORKERS' COMPENSATION APPEALS BOARD
COMPROMISE AND RELEASE

ADJ 1256649
Case Number 1

Case Number 4

Case Number 2

Case Number 5

Case Number 3

SSN (Numbers Only)

Venue Choice is based upon: (Completion of this section is required)

County of residence of employee (Labor Code section 5501.5(a)(1) or (d))
 County where injury occurred (Labor Code section 5501.5(a)(2) or (d))
 County of principal place of business of employee's attorney (Labor Code section 5501.5(a)(3) or (d))

Select 3 Letter Office Code For Place/Venue of Hearing (From Document Cover Sheet)

Employee (Completion of this section is required)

DAVID

First Name

MI

COUSTINHAI

Last Name

Address/PO Box (Please leave blank spaces between numbers, names or words)

TORONTO

City

ON

State

Zip Code

Employer Information (Completion of this section is required)

Insured

Self-Insured

Legally Uninsured

Uninsured

FCHI DBA LONG BEACH K9 DOGS and PHOENIX ROADRUNNERS C-C GAB ROBINS NORTH AMERICA, INC

Employer Name (Please leave blank spaces between numbers, names or words)

P O BOX 7858

Employer Street Address/PO Box (Please leave blank spaces between numbers, names or words)

BURBANK

City

CA

91510-7858

State

Zip Code

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Applicant's Attorney or Authorized Representative:

Law Firm/Attorney Non Attorney Representative

MOLISTO

First Name

DIAZ

Last Name

Law Firm Number

LEVITON, DIAZ, & GINOCCHIO

Law Firm Name

P O BOX 1644

Address PC Box (Please leave blank spaces between numbers, names or words)

SANTA ANA

City

CA

92702

State

Zip Code

Defendant's Attorney or Authorized Representative:

Law Firm/Attorney Non Attorney Representative

ROBERT

First Name

TUIK

Last Name

5320876

Law Firm Number

PETERSON, COLANTONI, COLLINS, & DAVIS, LLP

Law Firm Name

555 CORPORATE DRIVE, SUITE 205

Address PO Box (Please leave blank spaces between numbers, names or words)

LADFRA RANCH

City

CA

92620

State

Zip Code

Insurance Carrier Information (if known and if applicable - include even if carrier is adjusted by claims administrator)

Insurance Carrier Name (Please leave blank spaces between numbers, names or words)

Insurance Carrier Street Address PO Box (Please leave blank spaces between numbers, names or words)

City

State

Zip Code

CASE ID: ADJ1256649
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Specific Injury

Case Number 2

Cumulative Injury

(Start Date MM/DD/YYYY)

(End Date MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1

Body Part 2

Body Part 3

Body Part 4

Other Body Parts

The injury occurred at

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

Specific Injury

Case Number 3

Cumulative Injury

(Start Date MM/DD/YYYY)

(End Date MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1

Body Part 2

Body Part 3

Body Part 4

Other Body Parts

The injury occurred at

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports.

Specific Injury

Case Number 4

Cumulative Injury

(Start Date MM/DD/YYYY)

(End Date MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1

Body Part 2

Body Part 3

Body Part 4

Other Body Parts

The injury occurred at

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports

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Specific Injury

Case Number 5

 Cumulative Injury

(Start Date MM/DD/YYYY)

(End Date MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury.)

Body Part 1

Body Part 2:

Body Part 3

Body Part 4

Other Body Parts

The injury occurred at

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports

2 Upon approval of this compromise agreement by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge and payment in accordance with the provisions hereof, the employee releases and forever discharges the above-named employer(s) and insurance carrier(s) from all claims and causes of action, whether now known or ascertained or which may hereafter arise or develop as a result of the above-referenced injury(ies), including any and all liability of the employer(s) and the insurance carrier(s) and each of them to the dependents, heirs, executors, representatives, administrators or assigns of the employee. Execution of this form has no effect on claims that are not within the scope of the workers' compensation law or claims that are not subject to the exclusivity provisions of the workers' compensation law, unless otherwise expressly stated.

3 This agreement is limited to settlement of the body parts, conditions, or systems and for the dates of injury set forth in Paragraph No. 1 and further explained in Paragraph No. 9 despite any language to the contrary elsewhere in this document or any addendum.

4 Unless otherwise expressly stated, approval of this agreement RELEASES ANY AND ALL CLAIMS OF APPLICANTS' DEPENDENTS TO DEATH BENEFITS RELATING TO THE INJURY OR INJURIES COVERED BY THIS COMPROMISE AGREEMENT. The parties have considered the release of these benefits in arriving at the sum in Paragraph 7. Any addendum duplicating this language pursuant to Sumner v. WCAB (1983) 48 CCC 369 is unnecessary and shall not be attached.

5 Unless otherwise expressly ordered by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge, approval of this agreement does not release any claim applicant may have for vocational rehabilitation benefits or supplemental job displacement benefits.

6 The parties represent that the following facts are true. (If facts are disputed, state what each party contends under Paragraph No. 9.)

EARNINGS AT TIME OF INJURY \$ 650.00 week

TEMPORARY DISABILITY INDEMNITY PAID \$ 0

Weekly Rate \$ n/a

Period(s) Paid n/a

n/a

(Start Date MM/DD/YYYY)

(End Date MM/DD/YYYY)

PERMANENT DISABILITY INDEMNITY PAID \$ 11,762.86 (through 7-31-10) Weekly Rate \$ 230.00

Period(s) Paid 08/05/2009

End date present and continuing

(Start Date MM/DD/YYYY)

(End Date MM/DD/YYYY)

TOTAL MEDICAL BILLS PAID \$

Total Unpaid Medical Expense to be Paid By By Defendant Per Paragraph 8

Unless otherwise specified herein, the employer will pay no medical expenses incurred after approval of this agreement

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7 The parties agree to settle the above claim(s) on account of the injury(ies) by the payment of the SUM OF

\$ 80,000.00

Settlement Amount

The following amounts are to be deducted from the settlement amount:

\$ 11,762.86 for permanent disability advances through 07/31/10 plus any and all PD advances, subject to proof

\$ _____ for temporary disability indemnity overpayment, if any.

\$ _____ payable to _____

\$ 12,000.00 requested as applicant's attorney's fee.

LEAVING A BALANCE OF \$ 56,237.14 after deducting the amounts set forth above and less further permanent disability advances made after the date set forth above. Interest under Labor Code section 5300 is included if the sums set forth herein are paid within 30 days after the date of approval of this agreement.

8 Liens not mentioned in Paragraph No. 7 are to be disposed of as follows (Attach an addendum if necessary).

ALL LIENS OF RECORD AS OF THE DATE OF THE ORDER APPROVING COMPROMISE & RELEASE ARE TO BE PAID, ADJUSTED, OR LITIGATED IN ACCORDANCE WITH ACOEM GUIDELINES AND THE OFFICIAL MEDICAL FEE SCHEDULE. ALL DEFENSES AND THE WCAB JURISDICTION ARE HEREIN RESERVED. THE APPLICANT HEREBY CONSENTS & ACKNOWLEDGES THAT ALL MEDICAL TREATMENT PROVIDED AFTER THE DATE OF APPROVAL OF THE SETTLEMENT WILL BE THE RESPONSIBILITY OF THE APPLICANT.

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9. The parties wish to settle these matters to avoid the costs, hazards and delays of further litigation and agree that a serious dispute exists as to the following issues (initial only those that apply) ONLY ISSUES INITIALED BY THE APPLICANT OR HIS/HER REPRESENTATIVE AND DEFENDANTS OR THEIR REPRESENTATIVES ARE INCLUDED WITHIN THIS SETTLEMENT

Applicant/Defendant:

MD RE earnings
MD RE temporary disability
MD RE jurisdiction
MD RE apportionment
MD RE employment
MD RE injury AOE/COE
MD RE serious and willful misconduct
MD RE discrimination (Labor Code §132a)
MD RE statute of limitations
MD RE future medical treatment
MD RE other PENALTIES & INTERESTS: ALL ADDENDUMS
MD RE permanent disability
MD RE self-procured medical treatment, except as provided in Paragraph 7
MD RE vocational rehabilitation benefits/supplemental job displacement benefits

COMMENTS:

1. ADDENDUM "A" IS INCORPORATED INTO THIS C & R.
 2. THIS COMPROMISE AND RELEASE RESOLVES ANY AND ALL CLAIMS FOR RETROACTIVE BENEFITS INCLUDING, BUT NOT LIMITED TO, TEMPORARY TOTAL DISABILITY, PERMANENT DISABILITY, SUPPLEMENTAL JOB DISPLACEMENT VOUCHER, MILEAGE, OUT-OF-POCKET EXPENSES, PENALTIES & INTEREST. NO PENALTIES AND INTEREST SHALL BE DUE ON AWARD PAYMENT AS LONG AS IT IS PAID WITHIN THE 30 DAYS FROM THE ORDER APPROVING COMPROMISE & RELEASE. THIS AGREEMENT SETTLES ALL INJURIES TO THE APPLICANT'S HEAD, NECK, SPINE, HIPS, UPPER AND LOWER EXTREMITIES, AND NEUROLOGICAL SYSTEM.

Any accrued claims for Labor Code section 5814 penalties are included in this settlement unless expressly excluded.

10. It is agreed by all parties hereto that the filing of this document is the filing of an application and that the workers' compensation administrative law judge may in its discretion set the matter for hearing as a regular application, reserving to the parties the right to put in issue any of the facts admitted herein and that if hearing is held with this document used as an application, the defendants shall have available to them all defenses that were available as of the date of filing of this document and that the workers' compensation administrative law judge may thereafter either approve this Compromise and Release or disapprove it and issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

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11. WARNING TO EMPLOYEE: SETTLEMENT OF YOUR WORKERS' COMPENSATION CLAIM BY COMPROMISE AND RELEASE MAY AFFECT OTHER BENEFITS YOU ARE RECEIVING TO WHICH YOU BECOME ENTITLED TO RECEIVE IN THE FUTURE FROM SOURCES OTHER THAN WORKERS' COMPENSATION, INCLUDING BUT NOT LIMITED TO SOCIAL SECURITY, MEDICARE AND LONG-TERM DISABILITY BENEFITS.

THE APPLICANT'S (EMPLOYEE'S) SIGNATURE MUST BE ATTESTED TO BY TWO DISINTERESTED PERSONS
OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC

By signing this agreement, applicant (employee) acknowledges that he/she has read and understands this agreement and has had any questions he/she may have had about this agreement answered to his/her satisfaction.

Witness the signature hereof this 1st day of August, 2010 at 5:00 am

Paul J. Fischer Aug 11, 2010
Witness: David Fischer, M.D. (Date:
John Hall CHARLES MARSHALL 11 Aug 10
Witness 2 (Date:
11 Aug 10

[Signature] Aug. 11/10
Applicant (Employee) Date:
David Cousineau
[Signature] 8/11/10
Attorney for Applicant (Date):
Dennis Thomas
[Signature]
Attorney for Defendant (Date):

Attorney for Defendant: _____ (Date: _____)
Attorney for Defendant: _____ (Date: _____)
Attorney for Defendant: _____ (Date: _____)

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ACKNOWLEDGMENT

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct

WITNESS my hand and official seal.

Signature _____ (Seal)

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STATE OF CALIFORNIA
WORKERS' COMPENSATION APPEALS BOARD

David Cousineau

Case No. ADJ 1256649

Applicant.

ECHL dba Long Beach Ice Dogs
and Phoenix Roadrunners c-o
GAB Robins North America, Inc

Defendants

**DECLARATION OF DEFENDANT
RE: RESOLUTION OF LIENS**

I, Robert D. Tulk, am the attorney or representative for defendant GAB Robins North America, Inc. in the above-entitled matter

I have made the following good faith efforts to resolve each of the liens in this case.

(List ALL lien claims below. Use supplemental pages as necessary.)

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Ladera Ranch, California on 9/09/10. 

(Signature of Declarant)

CASE ID: ADJ1256649
 (7D690898-96F8-4D66-9C11-5694AAEDD460)

STATE OF CALIFORNIA
 DIVISION OF WORKERS' COMPENSATION
 WORKERS' COMPENSATION APPEALS BOARD

DAVID CUSINEAU

Case No. ADJ 1256649

Anaheim District Office

Applicant

Order Approving
 Compromise and Release

VS.

ECHL DBA LONG BEACH ICE DOGS and
 PHOENIX ROADRUNNERS C/O GAB ROBINS
 NORTH AMERICA, INC.
 Defendants

BASED UPON

The reasons given in the settlement
 The medical reports on file

Discussion with the parties
 The disability rating

Settlement appears fair and reasonable and is deemed adequate.

THE FOLLOWING ARE, IF CHECKED, APPLICABLE:

A good faith issue exist which might, if resolved against the claimant would totally bar claimant's recovery of workers' compensation benefits.

Release death benefits (Sumner vs. WCAB, 48 CCC 369) has been considered.

Release of applicant's rights to ordinary benefits for injuries occurring in rehabilitation (Rodgers vs. WCAB, 50 CCC 299 and Carter, et al vs. County of Los Angeles, et al, 51 CCC 255) has been considered. The applicant's rights to benefits under Labor Code Section 139.5 are not settled.

This agreement includes and releases any claim applicant may have for vocational rehabilitation benefits or supplemental job displacement benefits.

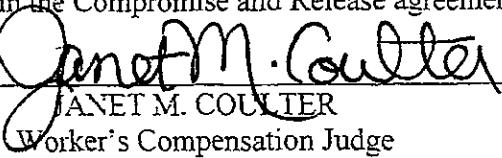
The parties to the above-entitled action having filed a Compromise and Release herein on 9-15-10 settling this case for \$ 80,000.00, in addition to all sums which may have been paid previously, and requesting that it be approved; and this Board having considered the entire record, including said Compromise and Release, now finds that it should be approved.

IT IS ORDERED that said Compromise and Release be approved.

AWARD IS MADE in favor of THE ABOVE-NAMED APPLICANT AGAINST THE ABOVE-NAMED DEFENDANTS, PAYABLE AS FOLLOWS: In the above sum, less \$ 12,000 as attorneys' fees payable to applicant's attorney, less permanent disability advances, and any other deductions set forth in paragraph 7, BALANCE TO APPLICANT.

Liens are to be paid, adjusted and/or litigated as set forth in the Compromise and Release agreement filed herein, with jurisdiction reserved.

9/15/10


 JANET M. COULTER
 Worker's Compensation Judge

NOTICE TO
DR

Pursuant to Rule 10500 you are designated to serve this / these document(s) on all interested parties including lien claimants